



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Illinois State Office
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard
Chicago, IL 60604-3507
<http://www.hud.gov/cts/ctshome.html>

July 22, 1997

REQUEST FOR PROPOSAL (RFP) R-CHI-00049

CLOSING DATE: AUGUST 21, 1997

CLOSING TIME: 4:00 p.m. Local Time

Dear Offeror:

Enclosed is your copy of the subject RFP for Field Review of Appraisals services to be performed in Indiana. The RFP covers specified counties in the areas of Central and Southern Indiana within the jurisdiction of the Indiana Office. The RFP is 100% set-aside for small business. The Standard Industrial Code (SIC) for this solicitation is 6531 and the Size Standard is \$1,500,000. HUD intends to award a requirements type contract from this RFP which will have a one-year base period and two one-year option periods.

Please note the following information regarding this RFP:

1. The Statement of Work is in Section C.
2. The Factors for Award are in Section M.
3. The time and due date for receipt of offers are in Block 9 of the Standard Form 33 (SF-33). Late proposal rules are contained in Section L and will be strictly applied. The address for receipt of proposals is in Block 7 of the SF-33.
4. The instructions and conditions concerning proposal preparation and submission are in Section L.
5. Many clauses of this RFP are incorporated by reference using Federal Acquisition (FAR) citations. Offerors are responsible for familiarizing themselves with all contract requirements, including those merely cited.

If you intend to submit an offer(s), please review the

entire RFP carefully and submit an original and three copies of your proposal. Questions concerning this solicitation should be directed to Rose Czubakowski, Contract Specialist at (312) 886-2760, ext. 2507.

Offeror Alert! If you obtained this solicitation from a source other than HUD, or if you downloaded it from HUD's Internet Home Page, you will not automatically receive any amendments to it. If you received this solicitation as a result of a written request to the issuing office you will receive all amendments. All amendments will be posted on HUD's Home Page at: <http://www.hud.gov/cts/ctsoprty.html>. You are advised to check HUD's Internet Home Page periodically for any amendments to this solicitation. Amendments may also be requested from the office issuing this solicitation.

Sincerely,

Frank Slezak
Contracting Officer

Enclosure

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1 OF 34 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. R-CHI-00049	4. TYPE OF SOLICITATION SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/>		5. DATE ISSUED 7/22/97	6. REQUISITION/PURCHASE NO. R-1997-5AA-317
7. ISSUED BY U.S. Dept. Of HUD, ASC 1, Illinois State Office Contracting Branch, Ralph H. Metcalf Fed. Bldg. 77 West Jackson Blvd. Chicago, IL 60604			8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid, solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in **original** and 3 copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Item 7 until 4:00 pm local time 8/21/97
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.

All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Rose Czubakowski	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (312) 886-2760, ext 2507
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15 C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (if other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

33-132

STANDARD FORM 33 (Rev 4-85)
Prescribed by GSA FAR (48 CFR) 53.214(c)

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B-1 - SERVICES

This contract is for single family field review of appraisals within the geographic area and for the HUD Indiana State Office as specified in Section C, Statement of Work.

ARTICLE B-2 - CONTRACT DEFINITION - REQUIREMENTS

This is a Requirements contract as defined at Subpart 16.503 of the Federal Acquisition Regulation (FAR) and in Section I, clause FAR 52.216-21, Requirements, herein. Services provided by the contractor under this contract shall be secured by the issuance of delivery orders placed in accordance with Article C-3, Ordering Procedures and Section I, Clauses FAR 52.216-18, Ordering and FAR 52.216-19, Delivery Order Limitations.

ARTICLE B-3 - UNIT PRICES

- A. The Contractor shall be paid the following fixed unit prices for each specified review ordered, completed, and accepted in accordance with the terms and conditions of this contract during the initial period of the contract:

Exterior Review only \$ _____

Interior and Exterior Review \$ _____

- B. Should the Government exercise the option to extend the term of the contract, the Contractor shall be paid the following fixed unit prices for each specified review ordered, completed, and accepted in accordance with the terms and conditions of this contract during the option period of the contract:

OPTION 1

Exterior Review only \$ _____

Interior and Exterior Review \$ _____

OPTION 2

Exterior Review only \$ _____

Interior and Exterior Review \$ _____

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C-1 - SCOPE OF WORK

The Contractor shall perform single family field review of appraisals on an as-needed basis for the Indiana State HUD Office in the following geographic areas:

Central Indiana: Warren, Tippecanoe, Clinton, Howard, Tipton, Madison, Delaware, Randolph, Montgomery, Boone, Hamilton, Henry, Wayne, Fountain, Putnam, Hendricks, Marion, Hancock, Vermillion, Shelby, Rush, Fayette, Union, Vigo, Clay, Morgan, Owen and Johnson Counties of Indiana.

Southern Indiana: Monroe, Brown, Bartholomew, Decatur, Franklin, Dearborn, Greene, Jennings, Jackson, Lawrence, Sullivan, Knox, Davies, Martin, Ripley, Jefferson, Ohio, Switzerland, Scott, Washington, Clark, Floyd, Harrison, Orange, Crawford, DuBois, Gibson, Posey, Vanderburgh, Pike, Warrick, Spencer and Perry Counties of Indiana.

ARTICLE C-2 - ESTIMATED AND MAXIMUM QUANTITIES

Central Area

- A. The government estimates that 1,500 (see Section J) field reviews of appraisals will be ordered from the award date through the base year. This quantity represents an estimate only. Since the actual number of reviews to be ordered cannot be predicted, the Government makes no representation as to the number of reviews to be purchased under this contract. The Government estimates 1,500 (see Section J) field reviews for each prospective year of the contract.
- B. The total number of reviews ordered during the term of this contract, including any extension of the contract period, shall not exceed 5,000 (see Section J) reviews.

Southern Area

- A. The government estimates that 750 (see Section J) field reviews of appraisals will be ordered from the award date through the base year. This quantity represents an estimate only. Since the actual number of reviews to be ordered cannot be predicted, the Government makes no representation as to the number of reviews to be purchased under this contract. The Government estimates 750 (see Section J) field reviews for each prospective year of the contract.
- B. The total number of reviews ordered during the term of this contract, including any extension of the contract period, shall not exceed 5,000 (see Section J) reviews.

ARTICLE C-3 - ORDERING PROCEDURES

- A. The Government will assign work to the contractor through the issuance of delivery orders. Delivery orders may be issued by written order, by telephone, or by facsimile (fax) machine. Telephone and fax orders will be confirmed by an original written delivery order within five (5) Federal business days.

- B. Delivery orders may be issued only by the Government Technical Representative (GTR) or individuals designated in writing to the Contractor by the Contracting Officer.

ARTICLE C-4 - TASKS OF WORK

- A. The contractor shall perform on-site field reviews of appraisals completed by the appraisers appearing in the Lender Select Roster to determine accuracy and quality of the appraisal. The Contractor shall accept and conduct reviews of all completed appraisals that are assigned to the contractor by the HUD State Office.

The Contractor shall determine that:

1. The factual information on the appraisal report is clearly and correctly reported by the authorized appraiser;
 2. Conclusions in the appraisal report are based upon data presented;
 3. The property's location is acceptable and the physical structure is eligible for FHA mortgage insurance, as reported;
 4. Repair requirements made by the authorized appraiser are appropriate, not excessive and adequate to preserve the property and protect the health and safety of the occupants;
 5. The authorized appraiser adequately addressed the requirements of the flood insurance program;
 6. The authorized appraiser correctly identified and recommended appropriate actions for properties with defective paint surfaces for which mitigation is required;
 7. Sale dates of comparables are current (normally within six months) or an explanation is provided for their use and that the comparables are acceptable for the property being reviewed;
 8. The authorized appraiser has dealt with the requirement to provide a one year sale history on the property under appraisal.
 9. Adjustments for location, site/view, design/appeal and age/condition are reasonable and appropriate, square footage; and
 10. The value determined by the authorized appraiser is appropriate. If it is not, the Contractor must be able to provide additional comparables to support their conclusion that the value is either too high or too low.
- B. The Contractor shall perform an interior property review on 33 percent of the field review assignments issued to the contractor by the GTR. The interior review shall include examination for any unusual items or serious oversights by the authorized appraiser of noticeable defects in the property which could affect the health and safety of the occupants, the preservation, or continued marketability of the property. The interior review shall include inspection of the crawl space and the attic.
- C. The Contractor's field review findings for each property inspected shall be documented on form HUD-1038-V, Appraisal Field Review Report. The form shall contain their CHUMS number and be fully completed, signed by

the Contractor and returned to the HUD Field Office within 15 working days from the date of assignment. Block 4 of the HUD-1038-V must be signed by the owner/occupant on all interior inspections. The review comments shall be clear and legible and presented in a constructive manner so that the authorized appraiser understands those areas of the report which are acceptable and other items which need improvement. **All reports are to be typed or computer generated.**

- D. The Contractor shall give an overall rating of between 1 - 5 on the form HUD-1038-V for each property inspected. The ratios are based on the rating guide contained in HUD Handbook 4150.1 REV-1.
- E. The Contractor shall attend a one-day training session given by the HUD Field Office on field review procedure, use, and completion of the form HUD-1038-V. The Contractor shall attend at least one periodic update appraisal training session given by the HUD State Office during the term of the contract. The Contractor shall be responsible for training his/her reviewers.

ARTICLE C-5 - REFERENCES

The Contractor shall refer to the following HUD Handbooks and Form in performing services hereunder:

HUD Handbook 4150.1 REV-1, Valuation Analysis for Home Mortgage Insurance

HUD Handbook 4905.1, Minimum Acceptable Standards for Existing Properties

HUD Handbook 4235.1 - Home Equity Conversion Mortgages

Handbook 4240.4 REV-2 - 203K

Form HUD-1038-V, Appraisal Field Review Report (see Section J)

The Handbooks are available by calling: **1-800-767-7468**

Forms HUD-1038-V are available by calling: **1-202-708-4374**

PART I - THE SCHEDULE
SECTION D - PACKAGING AND MARKING

ARTICLE D-1 - PAYMENT OF POSTAGE AND FEES

All postage and delivery fees related to submitting information, including forms and reports to the Contracting Officer or GTR, shall be borne by the Contractor.

ARTICLE D-2 - MARKING

All information submitted to the Contracting Officer or GTR shall clearly indicate the contract number for which the information is being submitted.

PART I - THE SCHEDULE
SECTION E - INSPECTION AND ACCEPTANCE

ARTICLE E-1 - INSPECTION OF SERVICES - FIXED PRICE

The clause appearing at FAR 52.246-4, Inspection of Services-Fixed Price (February 1992) is hereby incorporated by reference, with the same force and effect as if the clause was given in full text. Upon request, the Contracting Officer will make the full text available.

ARTICLE E-2 - INSPECTION AND ACCEPTANCE (2452.246-70 Apr 1984)

Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) identified in Article G-1, Conduct of Work.

PART I - THE SCHEDULE
SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F-1 - CONTRACT PERIOD

The term of this contract is a one-year period beginning from the effective date of the contract. In accordance with the clause appearing in Section I, entitled "Option to Extend the Term of the Contract (FAR 52.217-9, March 1989)", the contract may be extended for two additional one-year periods. The total duration of the contract, including the exercise of the options, shall not exceed three years.

ARTICLE F-2 - STOP-WORK ORDER

The clause appearing at FAR 52.242-15, Stop-Work Order (Aug 1989) is hereby incorporated by reference, with the same force and effect as if the clause was given in full text. Upon request, the Contracting Officer will make the full text available.

PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

ARTICLE G-1 - CONDUCT OF WORK (2452.237-73 Apr 1984)

- A. The Government Technical Representative (GTR) for liaison with the Contractor as to the conduct of work is (to be designated upon award) or a successor designated in writing by the Contracting Officer.
- B. The Contractor's work hereunder shall be carried out under the supervision of (to be designated upon award).
- C. The GTR shall provide direction on contract performance. Such direction must be within the contract scope of work and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in FAR 52.243-1; (3) causes an increase or decrease in the cost of the contract; (4) alters the period of performance or delivery dates; or, (5) changes any of the other express terms or conditions of the contract.

ARTICLE G-2 - SUBMISSION OF INVOICES

- A. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed unit prices stated in Article B-3, Unit Prices.
- B. Invoices shall be submitted no more frequently than monthly.
- C. Invoices shall be submitted in a original and two (2) copies to the office identified in Block 11 of the Standard Form 26 (face page of the contract). One additional copy of the invoice shall be submitted to the Contracting Office specified in Block 5 of the SF-26.
- D. To constitute a proper invoice, the invoice must include all items identified in the clause appearing in Section I, entitled "Prompt Payment (FAR 52.232-25, March 1994)." Appended to the invoice shall be an identification of the services rendered by FHA case number. To assist the Government in making timely payments, the Contractor is also requested to identify the accounting and appropriation data from Block 14 of the SF-26 on each invoice.
- E. Payments under this contract will be made by the Government either by check or electronic funds transfer through the Automated Clearing House (ACH) system, at the option of the Government. After award, but no later than 30 days before conversion of payments under this contract to the ACH system, HUD will request your designation of a financial institution and submission of related information.
- F. Payment shall be made to the contractor's address as specified on the cover page of this contract, unless a separate remittance address is specified below:

PART I - THE SCHEDULE
SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H-1 - LICENSING REQUIREMENT

The Contractor including any of its employees, subcontractors, or consultants performing Field Review of Appraisals under this contract shall be State of Indiana: (a) Licensed Residential Appraiser, (b) Certified Residential Appraiser, or (c) Certified General Appraiser. The licensing requirement may be met through reciprocity or temporary practice provisions only to the extent permitted by State law.

ARTICLE H-2 - CONFLICTS OF INTEREST

- A. The Contractor, including any of its employees, subcontractors, or consultants, shall not conduct reviews from any mortgage company which employs the Contractor, or the Contractor's employees, subcontractors, or consultants, on a full- or part-time basis or on a consultant basis. Should the Contractor be assigned any review which results in an actual or potential conflict of interest, the Contractor shall take no action on the review, but shall refer it immediately to the GTR for reassignment. Violation of this clause is grounds for termination and denial of all payments.
- B. The Contractor, including any of its employees, subcontractors, or consultants, shall not be a member of the Lender Select Roster.

ARTICLE H-3 - PROHIBITION AGAINST THE USE OF GOVERNMENT EMPLOYEES

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to Government employees or a business concern or other organization owned or substantially controlled by one or more Government employees. For the purpose of this contract, this prohibition against the use of Government employees includes any work performed by the Contractor, including any of its employees, subcontractors, or consultants.

ARTICLE H-4 - FUNDS AVAILABILITY

Currently, funds in the amount of \$(to be filled out upon award) are obligated and available for payment for performance of the work described herein. The Government's responsibility for performance of this contract in excess of the amount obligated is contingent upon the future availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract in excess of the amount obligated, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer. The Contracting Officer is authorized to unilaterally modify the contract for the purpose of providing additional funds and the Contractor agrees to accept such modifications.

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE (52.252-2 June 1988)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. ***** indicates omitted text.

Clauses which are in the format 52.xxx-x are from the Federal Acquisition Regulation which appears at 48 CFR Chapter 1. Clauses which are in the format 2452.xxx-x are from the HUD Acquisition Regulation which appears at 48 CFR Chapter 24.

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JAN 1990
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit & Records - Negotiation	AUG 1996
52.215-22	Price Reduction for Defective Cost or Pricing Data	OCT 1995
52.215-33	Order of Precedence	JAN 1986
52.216-18	Ordering	OCT 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the award date and continuing during effective period of the contract.

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one review, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 200 reviews;

(2) Any order for a combination of items in excess of 200 reviews; or

(3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 Requirements

OCT 1995

-- Alternate I (APR 1984)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 15 days from the expiration date of the contract.

52.217-8 Option to Extend Services

AUG 1989

52.217-9 Option to Extend the Term of the Contract MAR 1989

(a) The Government may extend the term of this contract by written notice to the Contractor within the period of the contract, provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not extend beyond 36 months.

52.219-6	Notice of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	OCT 1995
52.219-14	Limitations on Subcontracting	DEC 1996
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-26	Equal Opportunity	APR 1984
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	APR 1984
52.222-36	Affirmative Action for Handicapped Workers	APR 1984
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	JAN 1988

52.223-6	Drug-Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 1995
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.229-3	Federal, State, and Local Taxes	JAN 1991
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	MAR 1994

(a)(6)(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 14th calendar day after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. *****

52.232-33	Mandatory Information for Electronic Funds Transfer Payment	AUG 1996
52.233-1	Disputes	OCT 1995
52.233-3	Protest After Award	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
52.243-1	Changes - Fixed-Price -- Alternate I (APR 1984)	AUG 1987
52.243-7	Notification of Changes	APR 1984

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ten calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state -

(d) Government response. The Contracting Officer shall promptly, within thirty calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either -

52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Chemical Items and Chemical Components	OCT 1995
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
2452.209-72	Organizational Conflicts of Interest	APR 1984

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

HUD Office: Indiana State Office
Solicitation:

Two geographic areas within the jurisdiction of the HUD Indiana State Office have been identified for award of contracts for field reviews of appraisals. The geographic areas are identified below along with the estimated quantity of reviews expected to be assigned for the base and option periods of the contracts. Two contracts are expected to be awarded as a result of this solicitation. One contract for each of the geographic areas identified below. Offerors must be able to cover the entire geographic area of each contract.

Central Indiana: Warren, Tippecanoe, Clinton, Howard, Tipton, Madison, Delaware, Randolph, Montgomery, Boone, Hamilton, Henry, Wayne, Fountain, Putnam, Hendricks, Marion, Hancock, Vermillion, Shelby, Rush, Fayette, Union, Vigo, Clay, Morgan, Owen and Johnson Counties of Indiana.

Southern Indiana: Monroe, Brown, Bartholomew, Decatur, Franklin, Dearborn, Greene, Jennings, Jackson, Lawrence, Sullivan, Knox, Davies, Martin, Ripley, Jefferson, Ohio, Switzerland, Scott, Washington, Clark, Floyd, Harrison, Orange, Crawford, DuBois, Gibson, Posey, Vanderburgh, Pike, Warrick, Spencer and Perry Counties of Indiana.

Estimated Quantity of Reviews:

Central Indiana:

Base Year	1,500 reviews
Option Year 1	1,500 reviews
Option Year 2	1,500 reviews

Maximum Number of Reviews which
may be assigned under Contract: 5,000 reviews

Southern Indiana:

Base Year	750 reviews
Option Year 1	750 reviews
Option Year 2	750 reviews

Maximum Number of Reviews which
may be assigned under Contract: 5,000 reviews

Attachment:

HUD Form 1038-V, Appraisal Field Review Report Form

Instructions

The Chief Appraiser (or designee) must complete this form for each Appraisal Field Review. Send the original to the appraiser.

The Chief Appraiser must retain the signed original report for two years. Continuous poor ratings of "2" or "1" may require removal from the panel and administrative sanctions against the appraiser.

The information required for preparation of this form must be obtained by investigation and review in the field. The field review is confined to the appraisal, the property inspected, and any conditions of the commitment. The reviewer will report both strengths and weaknesses which are shown by the review and will report nonconformity with current instructions.

The Appraisal Field Review Report will be used for the field review of all appraisals. Not all items on the report need to be considered for every type of appraisal. Comments should be entered only where applicable. Additional information may be provided in an addendum if necessary.

Items 1 - 4 and 6. To be completed by the HUD Field Office.

Item 8 - 11. If "No" is checked describe inaccuracies in simple, clear terms. Comments should be helpful in improving future appraisals or in bringing attention to unacceptable appraisal practices.

Item 12. It should be remembered that this is a review of an appraisal already done and not a new appraisal. The reviewer must consider the information which was available to the appraiser. If descriptions and adjustments are not accurate, indicate what would be considered acceptable.

Item 13. Same as 8 - 11. Remember that it is possible for value determination to be reasonable in spite of errors and inconsistencies in the appraisal. If value is reasonable but based on faulty logic, this should be pointed out.

Item 14. Repairs should be required for health, safety, and protection of the asset. Excessive repair requirements can be a problem as well as requirements overlooked which should have been noticed.

Item 16. Completed by Chief Appraiser or Designee.

Item 17. To be completed by Field Reviewer.

Item 18. To be completed by Chief Appraiser or Designee.

Item 19. To be completed by Chief Appraiser or Designee.

Appraiser's Comments on a Field Review Rating less than 5.

Note to the Appraiser: You must sign and return this form to the Chief Appraiser within 15 days. If your appraisal has been rated "2" or "1", you must make an appointment to meet with the Chief Appraiser who rated your appraisal within 15 days of the date of this report. Failure to make an appointment may lead to your removal from the panel.

Send the Original of this form to the Appraiser; Copy 1 to the Appraiser's File; Copy 2 to the DE Lender if DE Staff Appraiser; Copy 3 to the Field Reviewer's File.

Appraisal Field Review Report

Instructions are on the back of the first sheet.

1. Property Address	2. FHA Case Number	3. CHUMS No.: <div>Date of Review</div>
	Section : <div><input type="checkbox"/> 203(b) <input type="checkbox"/> 203(k)</div> <div><input type="checkbox"/> 234(c) <input type="checkbox"/> 703</div>	5. Extent of Review <div><input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only</div>
4. Name of Occupant :	6. Reason for Review : <div><input type="checkbox"/> Recent 2 or 1 Rating <input type="checkbox"/> New Appraiser</div> <div><input type="checkbox"/> Complaint <input type="checkbox"/> New DE Mortgagee</div> <div><input type="checkbox"/> Desk Review <input type="checkbox"/> Other:</div>	

7a. Name and Address of Appraiser : <div></div>	7b. Name and Address of Mortgagee: <div></div>
--	---

8. Is neighborhood analysis correct? ☐ Yes ☐ No Should it be 223 (e)? ☐ Yes ☐ No Give any information that was not reported or was reported incorrectly.

9. Was the site correctly described? ☐ Yes ☐ No Give any information that was not reported or was reported incorrectly.

10. Was the subject property correctly described? ☐ Yes ☐ No Give any information that was not reported or was reported incorrectly.

11. Does the land value appear to be reasonable? ☐ Yes ☐ No If not, explain.

12. Review of the comparables used. Note if the descriptions are accurate and the adjustments reasonable.

Comparable No. 1:

Comparable No. 2:

Comparable No. 3:

Were the comparables appropriate? ☐ Yes ☐ No Were better ones available? ☐ Yes ☐ No

List any better comparables which were available:

Address	Date sold	Sales price	Distance	Financing

13. Was the property value determination reasonable? ☐ Yes ☐ No If not, explain

14. Were the repair conditions appropriate? ☐ Yes ☐ No List repairs that were omitted or incorrectly required.

15. Appraisal Rating : <input type="checkbox"/> 5 (excellent) <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 (unacceptable)	Date	Chief Appraiser
16. Chief Appraiser comments on Appraisal:		

17. Field Review Recommendation: <input type="checkbox"/> 5 (excellent) <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 (unacceptable)	Date	Field Reviewer
18. Chief Appraiser Comments on Field Review		

19. Field Review Rating : <input type="checkbox"/> 5 (excellent) <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 (unacceptable)	Date	Chief Appraiser or Designee
---	------	-----------------------------

Send the Original of this form to the Appraiser; Copy 1 to the Appraiser's File; Copy 2 to the DE Lender if DE Staff Appraiser; Copy 3 to the Field Reviewer's File.

Appraisal Field Review Report

Instructions are on the back of the first sheet.

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

1. Property Address

2. FHA Case Number

3. CHUMS No.:

Date of Review

5. Extent of Review

Interior & Exterior

Exterior Only

6. Reason for Review :

Recent 2 or 1 Rating

Complaint

Desk Review

New Appraiser

New DE Mortgagee

Other:

4. Name of Occupant :

Number of units:

7a. Name and Address of Appraiser :

7b. Name and Address of Mortgagee:

8. Is neighborhood analysis correct?

Yes

No

Should it be 223 (e)?

Yes

No

Give any information that was not reported or was reported incorrectly.

9. Was the site correctly described?

Yes

No

Give any information that was not reported or was reported incorrectly.

10. Was the subject property correctly described?

Yes

No

Give any information that was not reported or was reported incorrectly.

11. Does the land value appear to be reasonable?

Yes

No

If not, explain.

12. Review of the comparables used. Note if the descriptions are accurate and the adjustments reasonable.

Comparable No. 1:

Comparable No. 2:

Comparable No. 3:

Were the comparables appropriate?

Yes

No

Were better ones available?

Yes

No

List any better comparables which were available:

Address

Date sold

Sales price

Distance

Financing

13. Was the property value determination reasonable?

Yes

No

If not, explain

14. Were the repair conditions appropriate?

Yes

No

List repairs that were omitted or incorrectly required.

15. Appraisal Rating :

5 (excellent)

4

3

2

1 (unacceptable)

Date

Chief Appraiser

16. Chief Appraiser comments on Appraisal:

Do Not Write in this Space

Send the Original of this form to the Appraiser; Copy 1 to the Appraiser's File; Copy 2 to the DE Lender if DE Staff Appraiser; Copy 3 to the Field Reviewer's File.

Previous editions are obsolete

Copy 2

form HUD-1038-V (2/93)
ref. Handbook 4150.1

Appraisal Field Review Report

Instructions are on the back of the first sheet.

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

1. Property Address		2. FHA Case Number		3. CHUMS No.: <div>Date of Review</div>																
Number of units: <div></div>		Section : <div><div><input type="checkbox"/> 203(b)<input type="checkbox"/> 234(c)<input type="checkbox"/> 203(k)<input type="checkbox"/> 703</div></div>		5. Extent of Review <div><div><input type="checkbox"/> Interior & Exterior<input type="checkbox"/> Exterior Only</div></div>																
		6. Reason for Review : <div><div><input type="checkbox"/> Recent 2 or 1 Rating<input type="checkbox"/> Complaint<input type="checkbox"/> Desk Review<input type="checkbox"/> New Appraiser<input type="checkbox"/> New DE Mortgagee<input type="checkbox"/> Other:</div></div>																		
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Address	Date sold	Sales price	Distance	Financing																
13. Was the property value determination reasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No If not, explain																				
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16. Chief Appraiser comments on Appraisal:																				

Do Not Write in this Space

Appraisal Field Review Report

Instructions are on the back of the first sheet.

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

1. Property Address

2. FHA Case Number

3. CHUMS No.:

Date of Review

5. Extent of Review

Section :

☐ 203(b)

☐ 203(k)

☐ 234(c)

☐ 703

☐ Interior & Exterior

☐ Exterior Only

4. Name of Occupant :

Number of units:

6. Reason for Review :

☐ Recent 2 or 1 Rating

☐ Complaint

☐ Desk Review

☐ New Appraiser

☐ New DE Mortgagee

☐ Other:

7a. Name and Address of Appraiser :

7b. Name and Address of Mortgagee:

8. Is neighborhood analysis correct?

☐ Yes

☐ No

Should it be 223 (e)?

☐ Yes

☐ No

Give any information that was not reported or was reported incorrectly.

9. Was the site correctly described?

☐ Yes

☐ No

Give any information that was not reported or was reported incorrectly.

10. Was the subject property correctly described?

☐ Yes

☐ No

Give any information that was not reported or was reported incorrectly.

11. Does the land value appear to be reasonable?

☐ Yes

☐ No

If not, explain.

12. Review of the comparables used. Note if the descriptions are accurate and the adjustments reasonable.

Comparable No. 1:

Comparable No. 2:

Comparable No. 3:

Were the comparables appropriate?

☐ Yes

☐ No

Were better ones available?

☐ Yes

☐ No

List any better comparables which were available:

Address

Date sold

Sales price

Distance

Financing

13. Was the property value determination reasonable?

☐ Yes

☐ No

If not, explain

14. Were the repair conditions appropriate?

☐ Yes

☐ No

List repairs that were omitted or incorrectly required.

15. Appraisal Rating :

☐ 5 (excellent)

☐ 4

☐ 3

☐ 2

☐ 1 (unacceptable)

Date

Chief Appraiser

16. Chief Appraiser comments on Appraisal:

Do Not Write in this Space

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Previous editions are obsolete

Original

form HUD-1038-V (2/93)
ref. Handbook 4150.1

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above



_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 SF-LLL, Disclosure of Lobbying Activities.



In accordance with FAR 52.203-11 above, the offeror represents:

___ An SF-LLL, Disclosure of Lobbying Activities, is not required.

___ An SF-LLL, Disclosure of Lobbying Activities, is required and has been submitted as an attachment to Section K.

K.4 52.204-3 Taxpayer Identification. (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.



(c) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of a Federal, state or local government;

___ Other. State basis. _____

(d) Corporate Status.

___ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

___ Other corporate entity;

___ Not a corporate entity;

___ Sole proprietorship

___ Partnership

___ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent:

Name _____

TIN _____

K.5 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (MAR 1996)

(a) The Offeror certifies:

(1) to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals:



(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;



(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and



(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.



(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror

to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 Type of Business Organization. (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that -



(a) It operates as ___ a corporation incorporated under the laws of the State of _____, ___ an individual, ___ a partnership, ___ a nonprofit organization, or ___ a joint venture; or



(b) If the offeror or quoter is a foreign entity, it operates as ___ an individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation, registered for business in _____ (country).

K.7 52.215-11 Authorized Negotiators. (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:



_____ (list names, titles, and telephone numbers of the authorized negotiators).

K.8 52.215-20 Place of Performance. (APR 1984)



(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.



(b) If the offeror or quoter checks intends in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and address of Owner
and Operator of the Plant or
Facility if Other than
Offeror or Quoter

K.9 52.219-1 Small Business Program Representations. (JAN 1997)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 6531.

(2) The small business size standard is \$1.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.



(1) The offeror represents as part of its offer that it:

() is,

() is not a small business concern.



(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a small disadvantaged business concern.



(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions. Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that

is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.10 52.222-21 Certification of Nonsegregated Facilities (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will

-

(1) Obtain identical certifications from proposed subcontractors before the

award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.11 52.222-22 Previous Contracts and Compliance Reports. (APR 1984)

The offeror represents that -



(a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;



(b) It ___ has, ___ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.13 52.222-25 Affirmative Action Compliance. (APR 1984)



The offeror represents that (a) it ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.14 52.223-1 Clean Air and Water Certification. (APR 1984)

The Offeror certifies that -



(a) Any facility to be used in the performance of this proposed contract is ___, is not ___ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA

List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.15 52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.16 52.225-1 Buy American Certificate. (DEC 1989)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled Buy American Act - Supplies), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.



Excluded End Products	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(List as necessary)

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

K.17 2452.203-71 Certification Regarding Federal Employment. (DEC 1992)

By submitting an offer, the offeror hereby certifies that it is not owned or substantially owned or controlled by one or more Federal employees.

K.18 2452.209-71 Organizational conflict of interest certification. (APR 1984)

The bidder or offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed Government contract and the bidder or offeror's organizational, financial, contractual or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the offeror; or

(b) Impair the offeror's objectivity in performing the contract work.



[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to



Offeror(s) or Bidder(s)_____possible performance of this procurement.

K.19 2452.226-70 Certification of Status as a Minority Business Enterprise.
(AUG 1995)



Bidder, Offeror or Supplier certifies that he or she ___ is, ___ is not, (check one), a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:



(Check the box applicable to you)

- ☐ Black Americans
- ☐ Hispanic Americans
- ☐ Native Americans
- ☐ Asian Pacific Americans
- ☐ Asian Indian Americans

K.20 Signature Block.

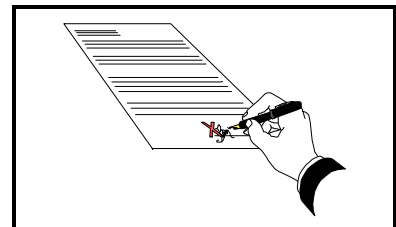
By signature below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required; is aware that award of any contract to the bidder/offeror shall be considered to have incorporated the applicable representations and certifications by reference in accordance with FAR 14.201-1(c) or 15.406-1(b), and is aware of the penalties described in 18 U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986 (31 U.S.C. 3801 - 3812) for making false statements in bids/proposals.

Signature

Typed Name

Title

Date



PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR QUOTERS

ARTICLE L-1 - PROPOSAL CONTENT AND OUTLINE (2452.215-70 OCT 1995)

(a) Proposals shall be submitted in two separate parts as further described below and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The envelope must show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror. Part I shall consist of the technical and management submittal of the proposed work. Part II shall consist of a business proposal comprised of, cost and pricing data, (if required), and the offeror's representations and certifications. Each part of the proposal shall be complete in itself so that the evaluation of both parts can be accomplished concurrently, and the evaluation of the technical and management submittal can be made strictly on the basis of its merit.

(b) Proposals shall be submitted in an original and three (3) copies of each Part I and Part II.

(c) Part I - Technical and Management

Section 1: Proposal Coverage. Cover the scope of work and general objectives which the proposal addresses.

Section 2: Tasks and Methods. Describe the principal tasks or sub-projects to be undertaken together with a discussion of their relationships to each other. Discuss the considerations for selecting, performing and the time sequencing of the tasks or sub-projects. Describe and discuss the method of personnel training and field personnel recruitment and the method of project control to be applied to the project to ensure timely, professional and quality performance. The Contractor must clearly state his/her plans for project management and in providing current and updated project progress to HUD during those phases of Contractor performance that require substantial coordination with HUD personnel.

Section 3: Organization and Staffing. Include an organizational chart for the project showing the name of the project manager and the names of key personnel. Include a brief resume for each person shown on the special qualifications applicable to the performance of the project. Describe the specific effort to be contributed to the project by each of the key personnel and include a statement expressed either in percentage or person-hours that each will devote to the effort. Include a summation of the minimum person-hours or person-months of professional effort to be used in completing the project. Describe the physical facilities to be used. If consultants, advisors or subcontractors are to be used, describe the arrangements and include resumes of the Key personnel.

Section 4: Prior and Current Experience. Include a list of projects currently in progress and/or completed within the last two years which are relevant to this procurement. Include names, addresses, and telephone numbers of contact points with these clients. The Government reserves the right to request information from any source so named.

Section 5: Conflicting or Multiple Use of Contractor Resources. Include a description of the contractor's current or planned projects that may draw upon resources or personnel, including top management, proposed to be committed to this project. Explain how such conflicting or multiple uses will be resolved to avoid impairing the timely, professional, and high-quality performance of

this project. If the proposer has one or more existing HUD projects that will run concurrently with this project, explain how the level of attention described in the proposal will be preserved across projects.

The Government reserves the right to downgrade the related Factor for Award score for any proposal that does not adequately and credibly address such conflicts or multiple uses.

Section 6: Security Investigation. The offeror shall address in its technical proposal how it intends to manage the security of automated systems as required by HUDAR clause 2452.237-76. This includes developing security procedures, requesting background investigations for employees and subcontractors as required, and requesting investigations for replacements of such individuals as necessary due to turnover, rotation, or other reasons.

(d) Part II - Business Proposal

Section 1: Representations and Certifications. The Offeror's Representations and Certifications provided in Section K of this solicitation shall be included in this section. Complete the forms by supplying the requested information and signing the last page.

Section 2: Standard Form 33, Solicitation, Offer, and Award. Complete the applicable portions of the middle part of the form titled "Offer". Items 15A, 15B, 16, 17, and 18 must be completed.

Section 3: Solicitation Pricing Proposal. Insert your proposed unit prices for the initial and option periods of the contract for the geographic area your proposal covers. If only an initial period price is offered, that price will be treated as the proposed price for the option periods.

ARTICLE L-2 - CLAUSES INCORPORATED BY REFERENCE (52.252-1 JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.215-5	Solicitation Definitions	JUL 1987
52.215-7	Unnecessarily Elaborate Proposals or Quotations	APR 1984
52.215-8	Amendments to Solicitations	DEC 1989
52.215-9	Submission of Offers	JUL 1995
52.215-10	Late Submissions, Modifications, and Withdrawals of Proposals	JUL 1995
52.215-12	Restriction on Disclosure and Use of Data.	(APR 1984)

"This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit

the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and

52.215-13	Preparation of Offers	APR 1984
52.215-14	Explanation to Prospective Offerors	APR 1984
52.215-15	Failure to Submit Offer	JUL 1995
52.215-16	Contract Award	OCT 1995
52.216-1	Type of Contract.	APR 1984

The Government contemplates award of a requirements contract resulting from this solicitation.

ARTICLE L-3 - SERVICE OF PROTEST (52.233-2 OCT 1995)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer, U.S. Department of Housing and Urban Development, 77 West Jackson Boulevard, Room 2517, Chicago, Illinois 60604-3507 by obtaining written and dated acknowledgment of receipt from the above office.

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured. (Contracting Officer shall strike the word "not" where the GSBCA is a correct forum.)

ARTICLE L-4 - ORGANIZATIONAL CONFLICTS OF INTEREST (2452.209-70 FEB 1987)

(a) It is the Department of Housing and Urban Development's policy to avoid situations which place an offeror in a position where its judgement may be biased because of any past, present, or currently planned interest, financial or otherwise, that the offeror may have which relates to the work to be performed pursuant to this solicitation or where the offeror's performance of such work may provide it with an unfair competitive advantage.

(b) Offerors shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to: (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict. (Offerors should

refer to FAR Subpart 9.5 and HUDAR Subpart 2409.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest).

(c) In the absence of any relevant interests referred to above, offerors shall complete the certification at 2452.209-71, Organizational Conflicts of Interest Certification.

(d) No award shall be made until the disclosure or certification has been evaluated by the Contracting Officer. Failure to provide the disclosure or certification will be deemed to be a minor infraction and the offeror will be permitted to correct the omission within a time frame established by the Contracting Officer.

(e) Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the offeror.

(f) If the Contracting Officer determines that a potential conflict exists, the selected offeror shall not receive an award unless the conflict can be avoided or otherwise resolved through the special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.5 52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING System (DUNS) Number. (DEC 1996)

(a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - EVALUATION FACTORS FOR AWARD

ARTICLE M-1 - RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

- A. The Government will make an award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government (i.e., that which represents the best value to the Government), cost or price and other factors considered. The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection of the contractor. While the cost or price factor has no numerical weight, it is a criterion in the overall evaluation of proposals. Furthermore, the proposed cost or price must be considered reasonable and must reflect the proposed technical approach.
- B. The Government may award a contract to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most advantageous to the Government.

ARTICLE M-2 - EVALUATION FACTORS

Technical Factors

- A. Extent to which the offeror's proposal demonstrates a reasonable method of accomplishing the work requirements including the following: (1) knowledge and proficiency of the local real estate market characteristics within the designated geographic area(s); (2) method for assuring accurate comparables, adjustments and data collection; (3) demonstrated knowledge and understanding of differences between conventional and FHA appraisal requirements. (30 points)
- B. Demonstrated current and past performance of the offeror to accomplish field review of appraisals including quality control over the work performed by the field review staff. (20 points)
- C. Demonstrated ability of key personnel to perform field reviews of appraisals and to provide meaningful, clear, concise and constructive commentary on appraisals to increase future appraisal proficiency and protect HUD's financial risks. (20 points)
- D. Extent to which offeror's proposal demonstrates: (1) the ability to complete the estimated number of cases; (2) ability to respond to fluctuations in cases assigned; (3) ability to handle the maximum number of cases as stated in the solicitation. (20 points)
- E. Extent to which the proposal includes evidence of a clear and feasible management plan for covering assignments throughout the area covered by this contract including: (1) plan for pick-up, completion, and timely delivery of cases to the appropriate HUD Office; (2) training of staff and oversight of contract; and (3) clear definition of roles and responsibilities of all personnel involved in the contract. (10 points)

Price

The Offeror's proposed price, while of secondary importance, will be considered in addition to the above Technical Factors in determining the offer most advantageous to the Government. Prices will be evaluated by extending proposed unit prices by estimated quantities for the base and option periods and totaling the results.

ARTICLE M-3 - CLAUSES INCORPORATED BY REFERENCE (52.252-1 JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.217-5 Evaluation of Options

JUL 1990